



HEALTHIER WISCONSIN PARTNERSHIP PROGRAM

FUNDING AGREEMENT INSTRUCTIONS

Each Project is required to execute a Funding Agreement with and provided by the Medical College of Wisconsin (MCW) before the project activities can officially commence. Your partnership must determine who is listed on this Funding Agreement, noting that only those community partners listed on the Funding Agreement will be able to directly invoice MCW for HWPP Project costs.

Designate one person in your partnership to download the Funding Agreement form from HWPP's website. That person should fill in pertinent information for identified community and academic partners and circulate it for review by all Project partners. Persons authorized to sign the Funding Agreement may then do so (please print/photocopy additional signature pages as necessary). Original signatures only please; no faxed/electronic signatures.

HELPFUL TIPS

- ✓ Refer to page 4 of the Award Administration Manual for all instructions. This manual can be found at the HWPP website by [clicking here](#).
- ✓ Complete **ONLY** the shaded areas. (This is a protected document, so only the shaded areas can be completed.)
- ✓ **Press F1** for instructions for completing these shaded areas.
- ✓ Contact Jean Moreland at 414/456-4907 or jmoreland@mcw.edu for assistance.

**MEDICAL COLLEGE OF WISCONSIN
HEALTHIER WISCONSIN PARTNERSHIP PROGRAM
FUNDING AGREEMENT**

between and among
The Medical College of Wisconsin, Inc. (MCW)
And

Milwaukee Public Schools, Milwaukee Fire Department, Children's Service Society of Wisconsin
(Project Ujima), and University of Wisconsin SMPH-Center for Urban Population Health

This Agreement is entered into this ____ day of _____, 2008, between The Medical College of Wisconsin, Inc. a non-stock tax-exempt corporation, located at 8701 Watertown Plank Road, P.O. Box 26509, Milwaukee, Wisconsin (hereafter referred to as "MCW") and

Milwaukee Public Schools, 5225 West Vliet Street, Milwaukee, WI 53208, Milwaukee Fire Department, 6680 North Teutonia Avenue, Milwaukee, WI 53209, Children's Service Society of Wisconsin (Project Ujima), 620 South 76th Street, Suite 120, Milwaukee, WI 53214 and the University of Wisconsin SMPH-Center for Urban Population Health, 1020 North 12th Street, Suite 4180, Milwaukee, WI 53233

(hereafter referred to as "COMMUNITY ORGANIZATION(S)") (each individually, a "Party," and together, the "Parties").

WHEREAS, the Medical College of Wisconsin has awarded funding through the Healthier Wisconsin Partnership Program (hereafter referred to as "HWPP") for a collaborative project entitled, Healthy Youth: Strong and Connected and detailed in the HWPP proposal application attached (the "Project");

WHEREAS, COMMUNITY ORGANIZATION(S) and MCW intend to perform this collaborative project and possess the facilities and personnel necessary to pursue the objectives, and fulfill the requirements of the Project and this Funding Agreement; and

WHEREAS, COMMUNITY ORGANIZATION(S) and MCW have each respectively agreed to perform certain work necessary as described in the Project proposal and under the terms of this Funding Agreement;

NOW THEREFORE, MCW and COMMUNITY ORGANIZATION(S) agree to the following:

ARTICLE 1. PERIOD OF PERFORMANCE

The effective period of the Agreement shall be from July 1, 2008 through June 30, 2011, unless otherwise provided for by written modification to this Agreement.

ARTICLE 2. ALLOWABLE COSTS

The total allowable costs for this Project shall not exceed \$449,203.00 MCW shall reimburse COMMUNITY ORGANIZATION(S) for direct costs incurred in the performance of the Project and Agreement and subject to compliance with all of the requirements of this Funding Agreement and the Program documents and instructions that may be issued from time to time, provided that:

1. The total costs to be reimbursed do not exceed the costs as provided in Exhibit A (approved Project proposal and Approved Project budget);
2. Such costs are allowable by the terms of this Agreement and in accordance with the MCW allowable costs guidelines.

ARTICLE 3. PROJECT PERSONNEL

The Personnel cited below have primary responsibility for the performance and fiscal oversight of the Project and must include at least one principal representative for COMMUNITY ORGANIZATION(S) and at least one principal MCW representative. Personnel have mutual responsibility for the Project and agree to work collaboratively and to commit to the partnership model defined by MCW and the MCW Consortium for Public and Community Health, Inc. (the “Consortium”) through the HWPP. Notwithstanding the foregoing, the authority of Project Personnel is subject to the policies, procedures, and internal approval requirements of each Party.

MCW Project Personnel - listed by MCW Department followed by Project Personnel name(s); Primary MCW Partner (Principal Investigator-PI) listed first.

Department of Pediatrics: Marlene Melzer-Lange (Principal Investigator), Dawn Zahrt, Research Assistant (TBA)

COMMUNITY ORGANIZATION(S) Project Personnel - listed by COMMUNITY ORGANIZATION followed by Project Personnel name(s).

Milwaukee Public Schools, Kristi Cole; Milwaukee Fire Department, Steven Riegg; Children's Service Society of Wisconsin (Project Ujima), Toni Rivera and Jermaine Belcher; and University of Wisconsin SMPH-Center for Urban Population Health, Barbra Beck

ARTICLE 4. PURPOSE AND SCOPE OF WORK

Funding for the Project shall be used exclusively for the purposes and expenses specified in the Project proposal and set forth in Exhibit A (the approved Project proposal and final budget approved by HWPP), as well as in accordance with this Funding Agreement and HWPP documents and instructions that may be issued from time to time by MCW or the Consortium or a duly authorized representative of MCW and the Consortium. Such documents shall include, but are not limited to, the Award Administration Manual issued by the HWPP, which is incorporated by reference into this Funding Agreement. None of the MCW Personnel identified above shall be considered a duly authorized representative of MCW or the Consortium for purposes of this article.

ARTICLE 5. INDEPENDENT CONTRACTOR

COMMUNITY ORGANIZATION(S) and MCW shall be considered independent contractors for all purposes under this Funding Agreement, and the employees of one Party shall not be considered the employees or agents of any other Party for any reason or purpose.

ARTICLE 6. METHOD OF PAYMENT

1. The COMMUNITY ORGANIZATION(S) will submit invoices, on the form provided by MCW through the HWPP for work done not more often than monthly nor less than quarterly. The invoice shall reference the Project and shall reflect summary detail, by budget category, of the costs incurred.
2. Invoices should be sent (mailed or hand-delivered) to Primary MCW Partner for payment at the address set forth below:

Marlene Melzer-Lange, M.D.
C550
Children's Corporate Center
999 North 92nd Street
Milwaukee, WI 53226

3. Payments to COMMUNITY ORGANIZATION(S) will be remitted to address/es indicated on invoice from the following COMMUNITY ORGANIZATION(S) address block:

Milwaukee Public Schools
Attention:
5225 West Vliet Street
Milwaukee, WI 53208

Milwaukee Fire Department
Attention:
6680 North Teutonia Avenue
Milwaukee, WI 53209

Children's Service Society of Wisconsin (Project Ujima)
Attention:
620 South 76th Street, Suite 120
Milwaukee, WI 53214

University of Wisconsin SMPH-Center for Urban Population Health
Attention:
1020 North 12th Street
Suite 4180
Milwaukee, WI 53233

4. Final invoices must be signed (Original signature) and marked "Final" by the COMMUNITY ORGANIZATION(S) and must be submitted within sixty (60) days after the end date of the Project. No invoices may be considered for payment after the submission of a final invoice.

ARTICLE 7. ACCOUNTING, AUDIT, AND REIMBURSEMENT

COMMUNITY ORGANIZATION(S) shall record the funding separately on their respective books of account in accordance with their standard procedures. COMMUNITY ORGANIZATION(S) shall maintain adequate financial records, in accordance with generally accepted accounting practices, to identify expenses in a manner consistent with Exhibit A and so as to describe the nature of each expense and to establish its relationship to the Project and to this Funding Agreement. All records related to this Funding Agreement shall be available for audit by MCW or an external auditor selected by MCW or both, as MCW may elect. In addition, the financial records of this Agreement will be retained by COMMUNITY ORGANIZATION(S) for a period of not less than three (3) years, with the following qualifications:

1. Records related to any audit initiated prior to the expiration date shall be retained until the audit findings involving the records have been resolved.
2. The retention period starts from the date of the submission of the final invoice.

COMMUNITY ORGANIZATION(S) is required to furnish an annual audit to MCW, the cost of which must be borne by the COMMUNITY ORGANIZATION(S). A federal A-133 audit or an audit performed in accordance with *Government Auditing Standards* will fulfill the audit requirement. If such audits are not performed, a COMMUNITY

ORGANIZATION(S)-wide audit may be provided which includes program-level testing. If an ORGANIZATION(S)-wide audit is not performed, a specific program audit may be performed, in which case, an auditor will review just the Project(s) funded. MCW reserves the right to specify the extent and nature of the required audit and to suspend payments to COMMUNITY ORGANIZATION(S) under this Funding Agreement to the extent that the audit identifies deficiencies that in the reasonable opinion of MCW may result in, or that may have resulted in, any material breach of this Funding Agreement, until such deficiencies have been remedied or eliminated.

To the extent that MCW reasonably determines that amounts previously paid to COMMUNITY ORGANIZATION(S) are not in accordance with all of the requirements of this Funding Agreement and the Program documents and instructions that may be issued from time to time, COMMUNITY ORGANIZATION(S) shall immediately repay such amounts as MCW may direct. At MCW's option, if such amounts are not immediately repaid as directed, MCW may withhold future amounts or terminate this Agreement immediately or both and pursue whatever legal remedies may exist as a result.

ARTICLE 8. REPORTS

Reports shall be submitted in a timely fashion, as determined by MCW through the HWPP. Reports should be completed and signed by the personnel for both the COMMUNITY ORGANIZATION(S) and MCW on behalf of the project. Required reports include audits, performance reports, financial status reports, supplanting reports, human subject compliance reports (as applicable) and any other reports that may be required. Reports shall conform to the requirements set forth in the Award Administration Manual and to other such requirements as may be reasonably established by MCW from time to time. The failure to provide any report as required may result in the suspension or cancellation of funding for the Project.

ARTICLE 9. EQUIPMENT ACCOUNTABILITY

Unless otherwise set forth in the Program proposal or budget or otherwise agreed by the Parties, (a) title to equipment purchased by the COMMUNITY ORGANIZATION(S) the cost of which is reimbursed to COMMUNITY ORGANIZATION(S) under this Funding Agreement shall remain with the COMMUNITY ORGANIZATION(S); and (b) title to equipment purchased by MCW with Program funds or the cost of which is reimbursed to MCW shall remain with MCW. Each party shall retain complete responsibility for equipment leased by that party, except for costs related to the performance of the Project for which COMMUNITY ORGANIZATION(S) are to be reimbursed by MCW under the budget.

ARTICLE 10. PUBLICATIONS, COPYRIGHTS, PATENTS AND INVENTIONS

Each Party shall jointly own the copyright on any copyrightable work delivered in connection with the Project or created with the use of Project funds, irrespective of which Party or Party authored such copyrightable work, subject to (a) all of the requirements of this Funding Agreement, including but not limited to confidentiality under section 16, and (b) the duty of each Party to coordinate with the other party with respect to publicity under section 15; except that, MCW shall own all other intellectual property rights, including patent rights, for any invention first reduced to practice during the performance of the Project.

Any document, note, presentation, or product containing data or information generated during the course of Project is copyrightable work and will be jointly noted as follows:

→ Copyrighted 20xx by Medical College of Wisconsin, Inc. and [insert COMMUNITY ORGANIZATION(S)] ©

ARTICLE 11. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

The COMMUNITY ORGANIZATION(S) and MCW will comply with Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended.

ARTICLE 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The COMMUNITY ORGANIZATION(S) and MCW must be knowledgeable and compliant with all Health Insurance Portability and Accountability Act (HIPAA) federal regulations.

ARTICLE 13. SUPPLANTING

The MCW and COMMUNITY ORGANIZATION(S) may not use funds provided by MCW under this Agreement to supplant funds or resources that are available from other sources. Criteria to determine whether supplanting has occurred have been established by MCW and are available at www.mcw.edu and are incorporated by reference into this Agreement. COMMUNITY ORGANIZATION(S) are required to ensure that supplanting does not occur at any point during the project period by submitting all verification forms required by MCW.

ARTICLE 14. RESEARCH INVOLVING HUMAN SUBJECTS

Certification is required when funding may be used for research involving human subjects. Approval from the Medical College of Wisconsin Institutional Review Board is required to collect information from project participants and to publish or disseminate project results. If the funding is to be used in whole or part for research involving human subjects, the COMMUNITY ORGANIZATION(S) and MCW must certify that the research will be conducted in compliance with the ethical standards and the criteria for approval of research set forth in the United States Department of Health and Human Services policy for the protection of human research subjects, including without limitation obtaining and maintaining approval by an institutional review board of MCW of the research. Unless an exemption is obtained, the Project shall be considered to require certification. The Parties agree to discontinue immediately any Program activities that are reasonably determined by the other Party or the institutional review board not to be in compliance with these requirements.

ARTICLE 15. PUBLICITY

Whenever possible, with as much notice as is practical, COMMUNITY ORGANIZATION(S) and MCW Project Personnel will notify HWPP if a media opportunity arises. Conversely, MCW will inform COMMUNITY ORGANIZATION(S) of media projects in which the COMMUNITY ORGANIZATION(S) is named. The COMMUNITY ORGANIZATION(S) and MCW Project Personnel shall provide copies of any press releases, articles or other project publicity to MCW through the HWPP. Publicity must identify the Medical College of Wisconsin as the funding source for the project with the following statement:

This project is funded [in-part or wholly] by the Healthier Wisconsin Partnership Program, a component of the Advancing a Healthier Wisconsin endowment at the Medical College of Wisconsin.

ARTICLE 16. PUBLIC AND PROPRIETY INFORMATION

The COMMUNITY ORGANIZATION(S) and MCW acknowledge that the Consortium is the public and community health oversight and advisory committee of MCW for Advancing a Healthier Wisconsin and the HWPP and that it operates in accordance with standards consistent with Wisconsin's Open Meetings and Open Records Laws. Under the Open Records Law, documents related to projects funded through the HWPP may become public records and may be subject to release. At the same time, there is a vital and important public interest in fostering innovation. Therefore the need to protect confidential, trade secret and proprietary information in order to encourage innovative projects will be carefully considered in the balance whenever the public interest in open records is raised. Consideration will also be given to the public interest in an effective project evaluation process. This balancing will be fact and time dependent and the outcome cannot be assured.

ARTICLE 17. CHANGES

This Agreement may only be modified or amended by a written agreement signed by an authorized representative of COMMUNITY ORGANIZATION(S) and MCW. The following requirements apply to changes involving Party(ies), Personnel, the Period of Performance or Re-budgeting:

1. **Party(ies):** Any changes involving the COMMUNITY ORGANIZATION(S) or MCW participation must be requested in writing with the necessary justification to MCW through the HWPP.
2. **Personnel:** Any changes involving personnel having primary responsibility for the performance and fiscal oversight of the Project must be requested in writing with the necessary justification to MCW through the HWPP for advance

written approval.

3. **Period of performance:** Any changes involving the period of performance must be requested in writing with the necessary justification to MCW through the HWPP. No expenses will be reimbursed that are incurred prior to the effective date of this Funding Agreement or subsequent to the termination date unless specifically approved, in writing, by MCW through the HWPP. Any changes involving the period of performance must also be approved in writing by MCW through the HWPP.
4. **Re-budgeting:** Re-budgeting between budget categories on the part of the COMMUNITY ORGANIZATION(S) or MCW must be in accordance with this Funding Agreement. Budget changes or re-budgeting between major budget categories (salaries and wages, supplies, travel), as well as the carry forward of unexpended funds, must be requested in writing to MCW through the HWPP. Budget changes must be justified in a clear, complete, and convincing manner. The justification must address the specific benefit provided to the Project by the budget change. The reason why funds were not initially budgeted for the requested change must also be cited. Any requested changes must be approved in writing by the duly authorized representative of MCW through the HWPP.

ARTICLE 18. TERMINATION

Except as otherwise set forth in this Funding Agreement, this Funding Agreement may only be terminated by either Party upon (a) a material breach by a Party, after thirty (30) days advance written notice of intent to terminate, with the basis for the notice set forth with particularity and an opportunity to cure, or (b) the mutual agreement of the Parties. A material breach shall include but is not limited to fraud, material misrepresentation, or misuse of funds provided under the Funding Agreement. Notice of termination shall be given by personal delivery or by certified or registered mail, postage prepaid, and shall be deemed to be given on the date so delivered or, if delivery is refused, delivery shall be deemed to have occurred three (3) days after the notice was deposited in the United States mail. A Party may also terminate this Funding Agreement immediately to the extent that it may reasonably determine that any provision of this Funding Agreement of the Project is inconsistent with its status as a tax-exempt organization. Reimbursement of costs will be limited to documented costs incurred prior to termination. In addition, MCW reserves the right to require COMMUNITY ORGANIZATION(S) to provide such documentation, reports, and other information necessary to determine and to document Project activities and accomplishments, irrespective of any termination.

ARTICLE 19. LIABILITY

COMMUNITY ORGANIZATION(S) shall indemnify, defend, and hold MCW harmless from any loss, cost, or expense of any kind, including but not limited to attorney's fees, arising out of or related to the use or acceptance of funds under this Funding Agreement contrary to its terms or contrary to applicable law. Except as expressly set forth in the preceding sentence, it is understood and agreed that each of the Parties are responsible for the acts and omissions of itself and its employees and neither of the Parties agree to indemnify the other Party for any such act or omission, provided however, that this Funding Agreement shall not constitute a waiver by either Party of any rights to indemnification, contribution, or subrogation which such Party may have by operation of law.

ARTICLE 20. NOTICES

Notices, payments, and other contract communications to either party by the other shall be delivered personally or sent by first class, postage prepaid to the individuals as designated by the Parties with respect to the specific type of notice provided at the following addresses and shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided herein.

Healthier Wisconsin Partnership Program
Medical College of Wisconsin
8701 Watertown Plank Road
Milwaukee, Wisconsin 53226

With a copy to:

Medical College of Wisconsin
8701 Watertown Plank Road
Milwaukee, Wisconsin 53226
Attention: General Counsel

ARTICLE 21. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the law of the State of Wisconsin, without regard to its choice of law provisions. All disputes arising out of or related to this Funding Agreement or the Project shall be subject, upon written notice by any Party, to a face-to-face meeting of senior management of the Parties. If such disputes continue to exist after reasonable exhaustion of such efforts, such disputes shall be resolved by a court of competent jurisdiction.

ARTICLE 22. MISCELLANEOUS

This Agreement shall be governed in strict accordance with the latest adopted version of all applicable federal, state and local codes, ordinances, and regulations governing the work involved. Any provision of this Funding Agreement that may be inconsistent with these requirements shall be void and of no force or effect; except that, the remainder of this Funding Agreement shall continue to remain in effect.

AUTHORIZED COMMUNITY ORGANIZATION(S) SIGNATURES - In witness whereof, the Parties hereto, represented by officials authorized to bind them, have caused this Agreement to be executed in duplicate as of the date(s) set forth below.

Print/Photocopy additional pages as necessary.

Community Organization: Milwaukee Public Schools

Name of Authorized Person:

Title:

Signature: _____ Date: _____

Community Organization: Milwaukee Fire Department

Name of Authorized Person:

Title:

Signature: _____ Date: _____

Community Organization: Children's Service Society of Wisconsin, Project Ujima

Name of Authorized Person:

Title:

Signature: _____ Date: _____

Community Organization: University of Wisconsin SMPH: Center for Urban Population Health

Name of Authorized Person:

Title:

Signature: _____ Date: _____

Community Organization:

Name of Authorized Person:

Title:

Signature: _____ Date: _____

AUTHORIZED MCW SIGNATURES - In witness whereof, the Parties hereto, represented *by officials authorized to bind them*, have caused this Agreement to be executed in duplicate as of the date(s) set forth below.

MCW Department: Pediatrics

Name of Authorized Person:

Title:

Signature: _____ Date: _____

Signature: _____ Date: _____

Douglas R. Campbell
Senior Vice President Finance and Administration
Medical College of Wisconsin